

**INSTRUCTIONS:** Please read this document carefully. This document has legal consequences, such as restricting or eliminating your ability to bring future legal actions.

## WAIVER OF LIABILITY & ASSUMPTION OF RISK & INDEMNITY AGREEMENT

**A. VOLUNTARY PARTICIPATION:** I, \_\_\_\_\_, hereby acknowledge that I am participating voluntarily and freely in the City of Maricopa's Pubic Safety Citizens Leadership Academy ("Academy"). I further acknowledge I am not required to participate in a classroom activity if I do not feel comfortable doing so. I agree that, if at any time I believe conditions to be unsafe, I will immediately cease further participation in the activity and notify my instructor.

**B. PARTICIPANT DECLARATIONS:** I declare and represent the following: I am at least 18 years of age; I am currently in good health; I am familiar with and understand the nature of the Academy; I am physically and medically fit to participate in the Academy; and, my personal attire is safe and fit for participation in the Academy. I agree to personally assume any and all risks of injury with respect to any and all matters relating to the Academy including, but not limited to, death, damage, or loss that may be sustained by me in relation to or as a result of my participation in the Academy, or upon the premises where Academy activities are being conducted.

**C. TERMS AND CONDITIONS FOR PARTICIPATION:** In consideration of being permitted to participate in the Academy, I hereby consent and agree to all of the following Terms and Conditions:

**1. Assumption of the Risks:** I recognize and acknowledge there are certain risks of injury associated with participating in the Academy. I acknowledge that, although the City of Maricopa makes every reasonable effort to ensure safety, there are unavoidable risks involved in an activity of this type. Because of the dangers and risks of participating in these activities, I recognize the importance of following any instruction regarding techniques, rules, and other safety standards, and of obeying such instruction. As a participant in said Academy, I agree to assume the full risk of any injury including, but not limited to, death, damage, or loss which I may sustain in relation to or as a result of my participation in the Academy, or upon the premises where Academy activities are being conducted.

**2. Waiver of Liability and Release of All Claims:** I do hereby, on behalf of myself, my heirs, executors and administrators, and other parties claiming under or through me, fully waive, relinquish, release, and forever quitclaim and discharge The City of Maricopa and all its elected officials, officers, agents, employees, contractors, and instructors (collectively, "City") from any and all liability, claims, demands, actions, and causes of action whatsoever arising out of or related in any way to any loss, damage, or injury (including death) that may be sustained by me while participating in the Academy, or upon the premises where Academy activities are being conducted.

**3. Indemnity and Defense:** To the extent permitted by law, I do hereby agree, for myself, heirs, executors, and administrators, and other parties claiming under or through me, to indemnify and hold harmless and defend the City of Maricopa and all its elected officials, officers, agents, employees, contractors, and instructors, from any and all claims, suits or demands, actions, or causes of action whatsoever arising out of or related in any way to loss, damage, or injury (including death) that may be sustained by me while participating in the Academy, or upon the premises where Academy activities are being conducted.

**4. Severability:** If any part, term or provision of this Release of Liability and Assumption of Risk Agreement shall be held illegal, unenforceable or in conflict with any law, the validity of the remaining portions and provisions hereof shall not be affected.

**5. Other:** I understand the City may dismiss me from participating in the Academy if it believes my participation may endanger others or myself.

I have read the above waiver and release, fully understand its terms including that they are giving substantial rights, including the right to compensation for injury resulting from negligence of City, by signing this Agreement and acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

\_\_\_\_\_  
Signature Name of Participant

\_\_\_\_\_  
Date